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11 *ATTORNEYS FOR DEFENDANT
HAIFA WEHBE*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

16 ELIE HARFOUCHE, } CASE NO.: 2:13-cv-00615-LDG-NJK
17 Plaintiff, }
18 vs. } STIPULATION AND
19 HAIFA WEHBE, YOUSSEF HARB, } PROTECTIVE ORDER RE
20 STARS ON TOUR, INC., MAROUN } CONFIDENTIAL INFORMATION
21 ABIAAD, LA VEDETTE PRODUCTIONS, }
22 INC., and JOSEPH RAHI, } AS AMMENDED ON PAGE 6.
23 Defendants. }
24

1 Plaintiff Elie Harfouche and Defendant Haifa Wehbe, by and through their respective
2 attorneys of record, hereby submit the following Stipulation and (Proposed) Protective Order
3 Re Confidential Information.

4 The discovery and pretrial phase of this action may involve disclosure of confidential
5 financial information, trade secrets and other proprietary information. The parties stipulate
6 that the Court may enter the following order under Rule 26(c), *Federal Rules of Civil*
7 *Procedure*, and the Court has found good cause exists for the issuance of an appropriately
8 tailored order.

9

10 **1. Proceedings and Information Governed.** This Order will govern the
11 disclosure of “Discovery Material” (i.e., information of any kind provided in the course of
12 discovery) that has been designated “confidential” pursuant to the terms of this Order. The
13 information protected includes, but is not limited to, responses to requests to produce
14 documents or other things; responses to interrogatories; responses to requests for admissions;
15 deposition testimony and exhibits; and all copies, extracts, summaries, compilations,
16 designations, and portions of the foregoing. The order does not govern proceedings during
17 trial, nor does it prohibit either party from seeking a protective order to govern proceedings
18 during trial.

19

20 **2. Confidential Information Defined.** For the purposes of this Order,
21 “Confidential Discovery Material” will mean all Discovery Material that:

22 (a) A producing party (plaintiff, defendant, counter complainant or counter-defendant)
23 reasonably believes to constitute or contain previously non-disclosed trade secrets or other
24 confidential research, development, or commercial information, if disclosed, is likely to cause
25 demonstrable, irreparable harm; or any other category of information hereinafter given
26 “Confidential” status by the Court; and

27 (b) Has been designated as “Confidential” by the producing party in compliance with
28 this order.

The restrictions of this order will not apply to any information that:

(a) At the time of the disclosure to a Qualified Recipient (as defined in paragraph 5) is in the public domain;

5 (b) After disclosure to a Qualified Recipient becomes part of the public domain
6 as a result of publication not involving a violation of this order;

7 (c) A Qualified Recipient can show was in its possession at the time of
8 disclosure;

12 (e) A Qualified Recipient can show was independently developed by it after
13 disclosure.

3. Designation of Confidential Information. The producing party may designate Confidential Discovery Material by stamping or affixing to the physical objects, cover , pleadings or documents a legend that includes the following language:

CONFIDENTIAL

SUBJECT TO PROTECTIVE ORDER

CIVIL ACTION NO. 2:13-cv-00615-LDG-NJK

23 For written Discovery Material, the designation of Confidential will be made when the
24 Qualified Recipient (as defined in paragraph 5) is provided a copy of the Discovery Material. For
25 Discovery Material not reduced to writing that cannot be conveniently designated as set forth in this
26 paragraph, the producing party will designate the Confidential Discovery Material by written notice to
27 the receiving party when the Confidential Discovery Material is produced.

1 **4. Party's Own Discovery Material.** The restrictions on the use of Confidential
2 Discovery Material established by this Order apply only to the use by a party of confidential
3 information received from another party, and shall not restrict a disclosing party from having access
4 to or using its own Discovery Material designated confidential.

5

6 **5. Persons Authorized to Receive Confidential Discovery Material.** For the purpose of
7 this order, "Qualified Recipient" will mean:

8 (a) The attorneys of record in this action; any attorneys retained by the parties in this action to
9 consult on the litigation; their respective associates, clerks, legal assistants, and stenographic and
10 support personnel; and organizations, and their employees, retained by such attorneys to provide
11 litigation support services in this action;

12 (b) Independent experts and consultants, and their employees, retained in this action by the
13 attorneys of record;

14 (c) The parties, and the officers, directors, managers, members and employees of a party;

15 (d) A person who is the author or addressee or recipient of the Confidential Discovery
16 Material; and

17 (e) Other persons who may be later designated by written agreement of all parties in this
18 action or by order of the Court.

19

20 **6. Removal.** A party may challenge the designation of "Confidential" by giving counsel
21 for the designating party written notice of its objection, supported by reasons therefor, specifying the
22 items of Confidential Discovery Material being challenged. The parties will confer to attempt to
23 resolve the objection, but if the parties cannot resolve the objection within five (5) business days after
24 actual receipt of the written objection, the producing party will have an additional ten (10) business
25 days from the meet and confer to file and serve the receiving party with a motion for a further
26 protective order from the Court.

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28

1 **7. Use of Confidential Discovery Material.** Any Confidential Discovery Material will
2 be handled by the receiving party in accordance with the terms of this Order. Confidential Discovery
3 Material will be held in confidence by each receiving party, will be used by each receiving party for
4 purposes of this action only and not for any business or any other purpose unless agreed to in writing
5 by all parties to this action or as authorized by further order of the Court, and will not be disclosed to
6 any person who is not a qualified recipient, except as provided in this Order. All Confidential
7 Discovery Material will be maintained to preclude access by persons who are not qualified recipients.
8

9 **8. Copies of Confidential Discovery Material.** Confidential Discovery Material will
10 not be copied or otherwise reproduced by a receiving party, except for transmission to Qualified
11 Recipients, without the written permission of the producing party or by further order of the Court.
12 Nothing in this order will restrict a qualified recipient from making working copies, abstracts, digests,
13 and analyses of Confidential Discovery Material for use in connection with this action. All working
14 copies, abstracts, digests, and analyses will be treated as Confidential Discovery Material under the
15 terms of this Order.
16

17 **9. Transmission of Confidential Discovery Material.** Nothing in this order will
18 prohibit the transmission or communication of Confidential Discovery Material between or among
19 Qualified Recipients:

20 (a) By hand delivery;
21 (b) By face-to-face conference;
22 (c) In sealed envelopes or containers via the mails or an established freight, delivery, or
23 messenger service; or
24 (d) By telephone, telegram, facsimile or other electronic transmission system if, under the
25 circumstances, there is no reasonable likelihood that the transmission will be intercepted or misused
26 by any person who is not a Qualified Recipient.
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28

1 **10. Disclosure to Experts, Consultants, and Other Persons.** In the preparation for trial
2 of this action, if a Qualified Recipient finds it necessary to disclose a producing party's
3 Confidential Discovery Material to an independent technical or business expert, consultant, or any
4 other person retained by the Qualified Recipient or its attorneys to assist in this action, the Qualified
5 Recipient will see to it that such person complies with Paragraph 12 below.

6

7 **11. Court Procedures.** ~~Pleadings that contain or annex Confidential Discovery Material~~
8 ~~will be filed in sealed envelopes on which will be endorsed the title of the action to which it pertains,~~
9 ~~an indication of the nature of the contents of the sealed envelope or other container, the word~~
10 ~~"CONFIDENTIAL," and a statement substantially in the following form: "This envelope is sealed~~
11 ~~under order of the Court, contains confidential information, and may not be opened nor the contents~~
12 ~~revealed except by order of the Court."~~ Any court hearing what refers to or describes Confidential
13 ~~Discovery Material will be held *in camera* at the Court's discretion. The manner of presentation and~~
14 ~~use of Confidential Discovery Material at trial will be addressed in the pretrial conference order, or~~
15 ~~other appropriate court order.~~

16

17 **12. Testimony.** Any person may be interviewed and examined as a witness at depositions
18 and may testify concerning all Confidential Discovery Material of which the person has prior
19 knowledge. ~~If an interview or examination concerns Confidential Discovery Material, the producing~~
20 ~~party will have the right to exclude from the portion of the examination or interview concerning the~~
21 ~~Confidential Discovery Material any person other than the witness, the witness's attorney(s), and~~
22 ~~Qualified Recipients of the Confidential Discovery Material.~~

23

24 **13. Subpoenas.** If any third-party having possession, custody, or control of any
25 Confidential Discovery Material receives a subpoena or other process or order to produce
26 Confidential Discovery Material, he, she or it will promptly:
27 (a) Notify in writing the attorneys of record of the party claiming Confidentiality of the
28 Confidential Discovery Material sought by the subpoena or other process or other order;

- (b) Furnish those attorneys with a copy of the subpoena or other process or order; and
- (c) Provide reasonable cooperation with respect to any procedure to protect the Confidential Discovery Material sought to be pursued by the party whose interests may be affected.

If the party asserting Confidentiality makes a motion to quash or modify the subpoena, process, or order, there will be no disclosure of the Confidential Discovery Material objected to under the subpoena, process, or order until the Court has ruled on the motion, and then only in accordance with the ruling. If no motion is made despite a reasonable opportunity to do so, the person or party receiving the subpoena or other process or order will be entitled to comply with it if the third-party has fulfilled his, her or its notice obligations under this Order.

12 **14. No Waiver.** The taking of, or the failure to take, any action to enforce the provisions
13 of this Order, or the failure to object to any designation or any such action or omission, will not
14 constitute a waiver of any right to seek and obtain protection or relief, other than as specified in this
15 Order, of any claim or defense in this action or any other action, including but not limited to, any
16 claim or defense that any information:

- (a) Is or is not relevant, material, or otherwise discoverable;
- (b) Is or is not confidential or proprietary to any party;
- (c) Is or is not entitled to particular protection; or
- (d) Embodies or does not embody Confidential Discovery Material.

21 In making this claim or defense, the party must comply with the procedures described in this
22 Order. This Order is entered without prejudice to the right of any party to apply to the Court at any
23 time to relax or rescind the restrictions of this Order, as convenience or necessity requires. The
24 procedures set forth in this Order will not affect the rights of the parties to object to discovery on
25 grounds other than those related to Confidentiality as described in this Order, nor will they relieve a
26 party of the necessity of proper response to discovery devices.

1 **15. No Probative Value.** This Order will not abrogate or diminish any contractual,
2 statutory, or other legal obligations or right of any party or person with respect to any Confidential
3 Discovery Material. The fact that Discovery Material is designated as Confidential under this Order
4 will not be considered to be determinative of what a trier of fact may determine to be Confidential or
5 proprietary.

6 Absent a stipulation of all parties or Order of the Court, the fact that Discovery Material has
7 been designated as Confidential under this Order will not be admissible during the trial of this action,
8 nor will the jury be advised of this designation.

9
10 **16. Return of Confidential Discovery Material.** Within 30 days of the conclusion
11 of this action, all Confidential Discovery Material and all copies thereof will:

12 (a) Be delivered to the producing party; or
13 (b) Be destroyed, in which event counsel will give an affirmation of the destruction
14 to opposing counsel.

15
16 **17. Court's Jurisdiction.** The Court retains jurisdiction to make amendments,
17 modifications, deletions, and additions to this Order as the Court from time to time considers
18 appropriate. The provisions of this Order regarding the use or disclosure of Confidential
19 Discovery Material will survive the termination of this action, and the Court will retain
20 jurisdiction with respect to the enforcement of this Order, including the imposition of
21 sanctions for any contempt hereof.

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1 **18. Notices.** Any of the notice requirements in this order may be waived, in whole
2 or in part, but only a writing signed by the attorney of record for the party against whom such
3 waiver sought will be effective.

Date: September 1, 2015

**KARLIN & KARLIN
A PROFESSIONAL LAW CORP.**

/s/ Marc Karlin

By,
MARC A. KARLIN
3701 Wilshire Blvd., Suite 1035
Los Angeles, CA 90010
Attorneys for Defendant Haifa W.

2 || Date: September 1, 2015

BALLOON STOLL BADER & NADLER, P.C.

/s/ Courtney A. DeBlis

By,
COURTNEY A. DEBLIS
729 Seventh Ave., 17th Floor
New York, NY 10019
Attorneys for Plaintiff Elie Harfouche

IT IS SO ORDERED.

UNITED STATES MAGISTRATE JUDGE

Date: September 2, 2015